

Boone Co. Hospital

Boone Co. Paramedics #3469

7/1/2004

6/30/2008

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AGREEMENT BETWEEN
BOONE COUNTY HOSPITAL
&
LOCAL Boone County Paramedics #3469
July 1, 2004 to June 30, 2008

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CONTRACT AGREEMENT

THIS AGREEMENT entered into by and between Boone County Hospital hereinafter referred to as "Hospital" and Local Bone County Paramedics #3469, hereinafter referred to as "Union".

ARTICLE 1 INTENT AND PURPOSE

1.1 The parties recognize and declare the necessity of providing the most efficient and highest quality pre-hospital emergency care available at the Paramedic level to the citizens and taxpayers of Boone County.

1.2 The parties further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the Hospital, and the Union, and the employees covered by this agreement, and to assure effective and efficient operations of the Hospital.

1.3 The Hospital hereby recognizes the Union as sole and exclusive representative of all employees of the Boone County Ambulance Service, as certified by the Public Employment Relations Board (PERB), for the purpose of bargaining with respect to all matters contained herein or declared mandatory by the PERB.

1.4 The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Hospital by the statutes of the state of Iowa; except as set forth herein.

ARTICLE 2 DURATION OF AGREEMENT

2.1 This Agreement shall be in effect for four (4) years from and after July 1, 2004 through June 30, 2008.

ARTICLE 3 NEGOTIATIONS

3.1 Hospital will meet with the Union with respect to the contract hereof and any subjects declared mandatory by the PERB and shall commence no later than October 1, of the year preceding the expiration of the current contract. Amendments to this contract shall be in writing.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 Except as expressly limited by this Agreement, the Hospital reserves all rights set out in Section 20.7 of the Code of Iowa.

ARTICLE 5 EMPLOYEES' RIGHTS

5.1 It is recognized that, except as hereinabove expressly stated in this Agreement, members shall retain whatever employee rights and authority as granted in the Code of Iowa.

5.2 At the specific request of the employee any Ambulance Department Member shall have the right to choose and have present one (1) or two (2) other Ambulance Department member(s) for potential investigative and/or disciplinary meetings.

ARTICLE 6 EMPLOYMENT STATUS

6.1 **Initial Employment Period:** All new employees shall have an initial employment period of four hundred eighty (480) worked hours for the full time status employee, and two hundred forty (240) worked hours for the part time status employee. Initial employment status may be extended up to thirty (30) days by recommendation of the department manager. During the initial employment status period, the Hospital will evaluate the new employee. The determination of competency and performance will be accomplished by a combination of supervisory and co-worker evaluations. Evaluations will include but not be limited to The Performance Standards and Skill lists (EMS and Hospital). If the evaluation is satisfactory, the employee will be advanced to regular employment status following completion of the initial employment status. If the evaluation is unsatisfactory, or if the performance is in any way unsatisfactory, the employment will be terminated without recourse to the grievance arbitration provisions hereof. PRN employees will also be required to complete an initial employment period for the purpose of determination of competence, performance and skill validations.

6.2 **Full Time Status:** Full time status employees are regularly scheduled to work 32 or more hours per week and have completed initial employment period. Full time status employees are eligible to enroll and participate in employee benefit programs allowed by this agreement.

6.3 **Regular Part Time Status:** Regular part time status employees are normally scheduled to work less than 32 hours but more than 16 hours per week. The regular part time employee must be regularly scheduled and have completed an initial employment period to be eligible to enroll and participate in employee benefit programs allowed by this agreement. For regular part time employees who work more than 16 hours per week (average) and who wish to enroll in eligible benefit programs, the hospital will pay a share of the cost of such programs.

6.4 **PRN Status:** PRN status employees do not normally work a regular schedule and average less than 16 hours per week. PRN status employees are covered by the hospital's liability and workers' compensation insurance while on duty but are not eligible for other employee benefit programs.

6.5 **Anniversary Date:** An employee's anniversary date shall be the date the employee began employment with the hospital. This date shall be used for the purposes of evaluations, seniority and benefit eligibility. The anniversary date may be modified by a leave of absence in which case the date will be adjusted according to the time on leave. If an employee changes positions within the hospital, the anniversary date will be changed for the purposes of evaluations to the date the employee began the new position. As long as the employment was not interrupted by the position change, the date will remain the same for seniority and benefit eligibility. The anniversary date may also be modified by a change in the employment status of the employee. In this case, seniority, benefit eligibility and evaluations could be affected depending upon the type of change in employment status.

6.6 **Transfer from Full Time to Part Time Status:** When an employee transfers from full time status to any other employment status, benefits will be reduced to benefit levels appropriate to the employee's new employment status.

6.7 **Transfer to Full Time from Part Time Status:** When an employee transfers to full time status from any other employment status, he/she becomes eligible for full time employee benefits. It is the responsibility of the employee to report to the Payroll Office to enroll for these benefits. Health, Dental, and Life Insurance benefits will not be paid unless the proper forms have been completed.

An employee who transfers to full time status from any other employment status must work for a period of 30 days to become qualified for the full time benefits of Life, Health, and Dental Insurance unless the employee had been previously enrolled in these benefit programs.

6.8 **Employee Classification:** 1. Employees are classified based upon the number of hours that it is contemplated they will be scheduled to work at the time of classification. They will retain the classification until the Hospital, in its sole discretion, determines to change the classification. 2. The classification of an employee is neither a guarantee that a particular number of hours will be scheduled for an employee to work or a limitation the number of hours that a particular employee may be worked, in a particular week. For example, if an employee is classified as full time, they temporarily work less than full time, and it is understood that this is a temporary change in hours worked, then their original classification will not change.

6.9 **Week-End Package Status:** Weekend package staff will work a minimum of four (4) out of five (5) weekends (see Hospital wide "Staffing/Scheduling Policies" for details of Options).

ARTICLE 7 JOB DESCRIPTION

7.1 EMT-A's, EMT-I's, and Paramedics will not be required to perform skills greater than that which pertain to the Department of Transportation curriculum as established by the State of Iowa and/or the job descriptions contained in the Departmental Manuals. These individuals may be asked to perform duties that are not covered by the curriculum, but for which they may otherwise be qualified.

ARTICLE 8 PROHIBITIONS

8.1 No person in the Union shall be appointed, promoted, reduced or in any way favored or discriminated against for political, religious, or racial reasons, nor for legal activity in behalf of a membership in the Union, nor

because of sex, creed, national origin, or ethnic background.

8.2 Members covered under this agreement shall not be prohibited from extra employment commonly known as "moonlighting", so long as said extra employment does not interfere with, hinder, restrict or adversely affect the employee's duties with the Hospital.

ARTICLE 9 HEALTH REQUIREMENTS

9.1 All new Hospital employees shall successfully complete a physical examination prior to beginning work. A portion of the exam will be conducted by the hospital and may consist of a health profile, urinalysis, blood test(s), tuberculosis test, drug screen, physical therapy evaluation and chest x-ray. A physical exam will be conducted by a physician of the employee's choice.

9.2 Employees may have a complete physical examination similar to the pre-employment physical every four (4) years. In intervening years the hospital may conduct limited exams as required such as a health screen, fitness test or other exams. The hospital reserves the right to require individual employees to have physical examinations more often if it is believed an employee's work performance is impaired by physical condition.

9.3 **Alcohol and Drug Problem:** The hospital may establish and maintain Alcohol and Drug programs and testing procedures in conformance with Iowa and Federal laws.

9.4 Staff testing for HIV (Human Immunodeficiency Virus) and Hepatitis is available through the Boone County Hospital Exposure Control Plan. The BCH plan meets the criteria for the OSHA Blood Borne Pathogens standards as defined in 29 CFR 1910.1030. As defined in the plan individual testing is optional, if a staff member is exposed to blood borne pathogens as defined in the plan an Exposure Incident Investigation Form must be completed. This form will initiate all appropriate steps in the exposure control plan.

ARTICLE 10 LAYOFF/RETURN RIGHTS

10.1 Competency, performance, credential status and seniority will be the determining factors in layoffs. Performance and competency will be determined by a combination of supervisory and co-worker evaluations (Standard BCH Peer Review Process). Evaluations will include but not be limited to The Performance Standards and Skill lists (EMS and Hospital). Competency and performance based selection will ensure the continuation of quality patient care. Credential status consideration will ensure that appropriate personnel mix is maintained in order to maintain an EMT-P Level service as defined by the State of Iowa. Seniority will be defined as the date the employee is hired by the Hospital. The employee must have maintained part time status (16 hours per week).

10.2 Employees who are laid off shall be offered recall in reverse order of layoff, they shall be given notice and shall have fourteen (14) calendar days to report for work or lose the right. An acknowledgement to return to work must be received from the employee in five (5) working days. All return rights are lost 12 months after any layoff or leave of absence of any type.

ARTICLE 11 LIABILITY

11.1 The Hospital shall defend and save harmless and indemnify any member of the unit from damages under any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission of such member, occurring within the scope of their employment or duties but only as covered by the hospital's general and professional liability insurance. Coverage does not apply to any claim arising from the performance of any dishonest, fraudulent, criminal, or malicious act or omission, by or with the knowledge or consent of, or at the direction of, the insured. The hospital will maintain a minimum of \$1,000,000 individual and \$3,000,000 aggregate coverage. However, the duty to save harmless and indemnify does not apply to awards for punitive damages.

ARTICLE 12 UNION MEETINGS/LEAVES/DUES

12.1 The Hospital and Union recognize the need for 24 hour ambulance coverage, therefore, employees on duty and employees on call shall be allowed to attend local monthly union meetings or ratification meetings without loss of regular pay; however, such meetings on a paid basis shall not exceed one (1) hour per month.

12.2 **Union Leave:** Two employees elected to Union office or an alternate member, shall be granted time to perform Union functions, including attendance at conventions, conferences and seminars up to 6 man days per year

without pay with four (4) weeks advanced written request.

12.3 **Dues and Deductions:** The Hospital agrees to deduct, each pay period, Union dues from the pay of the employees who individually request that such deductions be made. The request shall be in writing, shall be consistent with Iowa law, and shall be provided by the Union. The amount to be deducted shall be certified to the Hospital by the President and Treasurer of the Union.

ARTICLE 13 BULLETIN BOARDS

13.1 The Hospital agrees to let the Union place a bulletin board in the Ambulance Department for information of importance and interest to Union members.

ARTICLE 14 UNIFORMS AND UNIFORM ALLOWANCE

14.1 Ambulance department employees' uniforms will be determined by department policy that is developed and approved by staff, department management and approved by administration .

14.2 Full time Ambulance Department employees shall be eligible for two hundred fifty (\$250.00) dollars per year reimbursement for replacement of uniform's damaged or worn in the completion of assigned duties upon presentation of a paid receipt. Part time and week-end package shall be eligible for up to one hundred twenty-five (\$125.00) per year reimbursement for replacement of uniform's damaged or worn in the completion of assigned duties upon presentation of a paid receipt. PRN employees shall be eligible for fifty (\$50.00) dollars per year reimbursement for replacement of uniform's damaged or worn in the completion of assigned duties upon presentation of a paid receipt.

14.3 In addition to the list of approved clothing items as stated in 16.1, it is permissible to wear the approved white polo shirt, with the hospital logo, on Friday of each week.

14.4 Any or all of the previously mentioned clothing items including any items of clothing, bearing the approved hospital or ambulance department logo, which may be worn during "on call" shall be reimbursable as set forth in Article 14.2. However, there shall be no requirement to wear any of the above mentioned clothing items while on call.

14.5 New Ambulance employees shall receive 1 (one) new department shirt upon hire. Clothes (uniforms and/or appropriate personal on-call clothing) damaged in the course of regular work activities will be replaced at cost by the Hospital.

ARTICLE 15 WAGES

15.1 The salary increase shall be the same wage increase as determined by the Hospital Board of Trustees for all Hospital employees, but shall not be less than 3% for each contract year. Those individuals that have reached or exceeded the salary cap will receive a one-time annual bonus equivalent to the percentage increase. The pay scale range for an EMT-B or EMT-I shall start at \$9.80 per hour and with a cap at \$14.21 per hour. The pay scale range for an EMT-P shall be \$11.35 per hour with a cap at \$16.45 per hour. The pay scale range for an EMT-PS (EMT Paramedic Specialist) shall be \$11.35 per hour with a cap at \$16.95 per hour. The pay scale range for an EMT-CCP (EMT- Critical Care Paramedic) shall be \$11.35 per hour with a cap at \$17.45 per hour. Each currently employed EMT-P that achieves or has achieved the Specialist credential status shall receive an additional one-time 3% increase. Each currently employed EMT-PS that achieves or has achieved the Critical Care credential status shall receive an additional one-time 3% increase. All wage increases and/or bonuses will be effective for the first full pay period commencing on or after the start of this agreement.

15.2 **Overtime:** Employees paid an hourly rate who work over forty (40) hours in a specified work week will be paid at a rate not less than one and one-half (1 1/2) time their regular hourly rate for each hour or portion of an hour in excess of 40 hours. Overtime must be authorized and approved by the employee's supervisor. The hospital will also compensate employees at the overtime rate in other specific instances. Such as the second half of a full double shift of duty, unless the employee has requested to be scheduled for that particular double shift, and for working three (3) or more hours over your scheduled shift.

15.3 **On Call:** Employees may be required to be "on-call" as part of their job duties. Employees shall be

compensated for such "on-call" time at the rate of \$2.00 per hour for 7am-3pm call period, \$1.50 per hour for 3pm-11pm call period, and \$1.00 per hour for 11pm-7am call period, or whatever the BCH Board of Trustees may set as a higher rate for the new budget effective 7-1-2001. Refer to section 16.3 for definitions' regarding shifts and times.

If the "on-call" employee is called in to work during their on-call hours, the employee shall be paid at a rate equal to one and one-half (1-1/2) times their regular hourly rate for each hour or portion of an hour worked during the callback. Employees shall receive at least one hour's compensation for the first callback during an on-call period. All other callbacks shall be paid for the actual time worked. Employees shall not receive the call rate for hours actually worked during an on-call period.

15.4 Shift Differential: Employees working the hours specified by this agreement as 'B' shift shall receive \$1.25 per hour worked in addition to their regular rate of pay.

Employees working the hours specified by this agreement as 'C' shift shall receive \$2.00 per hour worked in addition to their regular rate of pay.

15.5 Payroll Checks and Pay Dates: The pay date is Thursday following the end of the pay period. The paychecks will be available by 11:30 AM on the pay date. Should the pay date fall on a recognized holiday every effort will be made to issue payroll checks the day before the holiday.

Employees must pick up their own paycheck unless a previously written authorization has been submitted to administration by the employee allowing someone else to pick up the check.

15.6 Continuing Education: Employees are entitled to two (2) days a year with pay for education programs necessary for maintenance of licensure. The cost of registration, travel, accommodations, or meals, is not included. Special consideration may be given for an additional CE day for unique training, special skill development and hospital required training. The Hospital shall support (providing space, speakers, etc) the development of continuing educational sessions at the Hospital for 14 (fourteen) CEU's every 2 (two) years.

15.6.1 Critical Care Paramedic Training: Education support for the Critical Care Paramedic level will be provided by the Hospital for all full and part time employees. This support is described and defined in the Hospital Staff Development policy. The policy will be applied as follows: The number of training sessions supported each year will be limited based upon staffing and scheduling requirements, and a completed education agreement. The term of the education agreement post-education employment condition shall be for not less than 1 (one) years.

15.7 Emergency Shift Coverage: Human Resources Policy #007 will be instituted as follows: A bonus of \$30.00 per shift will be paid when an employee has been called in on their regularly scheduled day off. Program qualification includes 1. Is not a voluntary exchange of shift times, 2. Is a regular full or part time non-salaried employee, 3. Is not part of an on-call or call back work situation. A bonus of \$15.00 per four (4) hour shift, \$30.00 per eight (8) hour shift and \$45.00 per twelve hour shift will be paid when an employee has been called in on their regularly shift off.

15.8 As described in the Ambulance Department Policies and Procedures: When on-call, an employee must be available to report to the hospital within the specified time frame according to the type of ambulance call: These response times are subject to adjustment and control by Departmental Policy and Procedure.

Routine call: When on-call, an employee must be available to report to the hospital with-in fifteen (15) minutes under normal conditions.

Immediate call: When on-call, an employee must be available to report to the hospital with-in fifteen (15) minutes under normal conditions.

Emergency call: When on-call, an employee must be available to report to the hospital with-in ten (10) minutes under normal conditions.

ARTICLE 16 HOURS OF WORK

16.1 Work Week: The normal work week is defined as a seven (7) consecutive day period beginning at 12:01 AM Sunday and continuing until 12:01 AM the following Sunday. Any shift, regardless of starting time, which ends after the end of the workweek, shall be considered to have all hours during that shift in the next workweek. Full time status employees are regularly scheduled to work 32 or more hours per week and have completed initial employment period.

16.2 Pay Period: A pay period is two (2) consecutive workweeks.

16.3 **Shift Times:** The hospital operates 24-hours per day, 7 days per week. In order to cover these hours with adequate numbers of personnel, it is necessary for employees to work varying shifts. An employee's shift assignments will be made by their supervisor. In most cases, each regularly scheduled shift will be 8 hours in length. However, other shift lengths may be regularly scheduled in order to meet the operating requirements of the hospital. The employer will endeavor to keep people on the same shift throughout the work week schedule. However, this may not always be possible because of requiring overtime, vacations, absences or leaves, or scheduling forty (40) hours work for regular full time employees. Regularly scheduled shifts are defined as follows:

"A" Shift: Regularly scheduled shift beginning 7 AM to 3 PM.

"B" Shift: Regularly scheduled shift beginning 3 PM to 11 PM.

"C" Shift: Regularly scheduled shift beginning 11 PM to 7 AM.

16.4 **Work Schedule:** Work schedules for a four week period will be posted in the work area by the immediate supervisor no later than two weeks preceding the first day of that schedule. If changes are necessary, it is the supervisor's responsibility to notify the employee involved at the earliest possible date. Employees will **not** be allowed to change their scheduled hours without the consent of the immediate supervisor.

16.5 **Daylight Savings Time:** Under the Uniform Time Act, daylight savings time is observed from the first Sunday in April until the last Sunday in October.

Employees paid an hourly rate who are on duty when daylight savings time goes into effect will normally work and be paid one (1) hour less.

Employees paid an hourly rate that are on duty when daylight savings time ends will normally work and be paid for one hour more. If the extra hour causes the hours worked to exceed forty (40) hours for that workweek, the employee will be paid the appropriate overtime rate for that time.

16.6 **Meal Periods and Breaks:** Each work shift shall include a one-half (1/2) hour meal break. Each employee shall be allowed one (1) fifteen (15) minute break per four (4) hour period.

16.7 **Meal Reimbursement:** The Hospital agrees to reimburse employees who are on an ambulance call during a scheduled meal period an amount not to exceed \$6.00, upon presentation of a receipt by the employee.

16.8 **Time Clock:** Each employee shall "clock in" at the beginning of their shift and "clock out" at the end of their shift or when they leave work.

ARTICLE 17 PAID TIME OFF

17.1 **Eligible Employees:** The Hospital will provide a Paid-Time-Off (PTO) program to include vacation, personal, and holiday days. All full time status and regular part time status employees are eligible to earn paid time off. PRN, temporary and student status employees are not eligible for the PTO program. Eligible employees shall earn paid time off in accordance with the following schedule:

0 through 5 years of service: 6.15 hours per 80 hours worked (20 days per year - FTE)
6 through 10 years of service: 8.00 hours per 80 hours worked (26 days per year FTE)
11 through 15 years of service: 9.23 hours per 80 hours worked (30 days per year - FTE)
Over 15 years of service: 10.46 hours per 80 hours worked (34 days per year - FTE)

17.2 **Utilization of Paid Time Off:** Paid time off may be utilized at the discretion of the employee for the following:

- a. Holidays
- b. Vacations
- c. Personal Leave

It is the responsibility of the employee to request PTO from their supervisor, giving the supervisor as much notice as possible. Consent shall not be unreasonably withheld. For an employee to utilize PTO after a schedule has been posted, the employee must give seventy-two (72) hours notice and obtain permission from their supervisor. It will be the supervisor's and employees joint responsibility to find a replacement. An employee need only give eight (8) hours notice to the supervisor if the employee finds their own replacement. In case of emergency situations, it shall be the supervisor's responsibility to find a replacement for the employee.

Paid time off may not be utilized in less than one (1) hour increments.

The employee will not be eligible to utilize PTO until satisfactory completion of the initial employment period.

17.3 Payment for Paid Time Off: For each hour of paid time off utilized by an employee, the employee shall be paid one (1) hour at their regular hourly rate of pay. No additional pay, such as shift differential, will be included in the computation of payment for paid time off.

17.4 Accumulation of Paid Time off: Employees may accumulate paid time off up to a maximum limit for their year of service category. The maximum limits are equal to two (2) times the normal annual accumulation for a full time employee. The limits are as follows:

- a. 0 through 5 years of service: 320 hours
- b. 6 through 10 years of service: 416 hours
- c. 11 through 15 years of service: 480 hours
- d. Over 15 years of service: 544 hours

Upon reaching the maximum limit, employees must arrange to reduce their account of PTO hours by a minimum of 15% of the hours in the account by taking PTO. Additional paid time off shall not be accumulated in the employee's account until the account has been reduced by the minimum amount specified.

17.5 Layoff, Leave of Absence, Sick Leave, Workers' Compensation Leave: Paid time off is accrued based on hours worked by an employee. Employees will not accrue paid time off during any period of layoff, leave of absence, sick leave or workers' compensation leave. The amount of paid time off accumulated by an employee prior to the layoff or leave will be retained by the employee less any time utilized by the employee during the layoff or leave.

Employees who take a leave of absence may elect to utilize all or a portion of their accumulated paid time off. Paid time off may be utilized during an uncompensated portion of a workers compensation leave.

17.6 Vacations: Employees may utilize their accumulated paid time off for vacations. Vacations may be limited based on the needs of the hospital in providing patient services. Priority for vacation scheduling will be given to personnel whose vacation requests are submitted in writing to their supervisor at least sixty (60) days in advance of the requested vacation time. If vacation requests are not submitted more than sixty (60) days in advance, vacation times will be awarded on a first come-first served basis.

Should an employee be denied vacation at the time requested or called to return during a scheduled vacation, the employee shall be allowed to complete their vacation at a time mutually agreeable between the hospital and the employee.

While on vacation, the employee shall be paid at a rate equal to their regular hourly rate (in effect at the time of vacation) for each vacation hour taken. A comparable number of hours shall be charged to their PTO account. If the employee takes vacation time beyond the number of hours accumulated in their PTO account, they will not be paid for the additional hours. The employee will not accumulate any additional PTO hours until their return to work. (Language unchanged)

17.7 Holidays: The following holidays are recognized:

- a. New Years Day (January 1)
- b. Memorial Day (Last Monday in May)
- c. Independence Day (July 4)
- d. Labor Day (1st Monday in September)
- e. Thanksgiving Day (4th Thursday in November)
- f. Christmas Day (December 25)

If an employee is scheduled and works on a recognized holiday, they will be paid for each hour worked at a rate equal to one and one half (1-1/2) times their regular hourly rate.

Christmas Eve and New Years Eve are not paid holidays, but they will be counted as a worked holiday time for the purpose of assigning priority for scheduled time off, for staff members in succeeding schedules.

17.8 Payment at Termination of Employment: If an employee voluntarily terminates employment in compliance with hospital policies, they shall be paid for unused paid time off. The employee shall receive one (1) hour at their regular hourly rate (in effect at the time of termination) for each additional hour of paid time off. No additional pay, such as shift differential, shall be included in the computation of payment.

17.9 Personal Leave: Employees may utilize accumulated paid time off for personal leave time with the agreement of the employee's supervisor. PTO for personal leave time may not be utilized in less than one- (1) hour increments.

Employees will be paid at a rate equal to their regular hourly rate of pay for each hour of personal leave time. An equal number of hours shall be charged to their PTO account.

17.10 Leave of Absence without Pay (LOA): The employee may request a leave of absence for an extended period without pay. The Director of Outpatient Services and administration must approve the request.

The employee may be granted such leave provided she/he has completed the initial employment period and all accrued-paid time off has been used. Such leave may not exceed six (6) months. No paid leave benefits will accrue or be paid during the leave. The employee must pay the total cost for group benefits while on a leave of absence without pay. No guarantee is made to the employee upon return from a leave of absence without pay as to position employee status or pay grade.

17.11 Additional Time Off: Employees may not borrow against future PTO hours to be earned. If an employee requests more time than the number of hours accumulated in the employee's PTO account, the additional time (if granted) must be taken without pay. The employee will not accumulate PTO hours during the unpaid portion of the leave (time off).

17.12 Military Leave: A full time or regular part time employee who is a member of the national guard or organized reserves or who may be otherwise inducted into the military services of this state of the United States, shall be entitled to an unpaid leave of absence for the period of such active service without loss to status and seniority except the first thirty (30) days of such leave of absence shall be without loss of pay. Pay for such leave shall be computed based upon the hours the employee would normally have worked within that thirty (30) day period times the employee's regular hourly rate. Accrued benefits will be held at the level accrued at the start of the leave and will not accumulate any additional accrual during the period of leave.

17.13 Jury Duty: An employee called to jury duty will be paid at his/her regular rate of pay for hours of work missed while serving on a jury and their account shall not be charged for such time. The employee must surrender his/her jury pay to the hospital to be eligible for payment of regular pay. When not serving the employee is expected to report for assigned duties.

17.14 Witness Pay: Employees will be compensated at their regular rate of pay when called upon in court concerning job-related litigation.

17.15 "Family Medical Leave Act" Leave: Employees with at least twelve (12) months of employment with the Hospital and 1,250 hours of service during that time may request an unpaid leave of absence of up to twelve (12) weeks in connection with the birth or adoption of a child, to care for a seriously ill member of the employee's immediate family, such as a child, spouse, or parent or for the employee's own serious illness. Generally, family leave must be submitted in writing and approved by the employee's supervisor and the Human Resources Department in advance whenever applicable. This will be administered in accordance with the Family and Medical Leave Act of 1993 and the Hospital's general standards for hourly employees under that law.

17.16 Critical Incident Stress Debriefing: At any time an employee is involved in a critical incident while performing in the capacity as an employee of the Hospital, that employee shall be allowed to participate, with pay, at any such stress debriefing. The employee shall also be allowed to seek assistance from a professional psychiatrist through the Employee Assistance Program, with up to (3) sessions, per incident, paid by the employer.

ARTICLE 18 SICK LEAVE

18.1 All full time and regular part time status employees are eligible for the salary security program described in-Human Resources Policy # 004 (see-attached policy in appendix).

18.2 Full time employees are granted three (3) Sick Days (24 hours) each July and part time employees are granted a pro-rated number of sick time hours based on the number of hours worked. These hours can be used for individual sick days or for the first three days of an extended Sick Leave. The period for their use is from July to June. If in June an employee has time left in their account it will be transferred into their PTO account at one-half its face value (8 hours Sick converts to 4 hours PTO).

18.3 Employees will be paid their regular hourly rate for each day or hours of sick leave utilized by the employee.

ARTICLE 19
BEREAVEMENT LEAVE

19.1 Employees may elect to use paid time off for personal bereavement or emergency leave. Employees may use up to 24-hours (3 days) PTO time in the event of a death or serious illness in the employee's immediate family and up to 8 hours (1 day) in the event of a death or serious illness in other family members. Immediate family is defined as spouse, child, parent, grandparent, grandchild, mother/father-in-law, son/daughter-in-law, or brother/sister. Other family members include aunts, uncles, and brother/sister-in-law. Extended bereavement leaves will be granted only with permission of the employee's supervisor when such leave will not interfere with hospital operations.

ARTICLE 20
HEALTH BENEFITS

20.1 **Health Benefits:** The Hospital will provide the employee with a comprehensive health benefit program. The plan is fully explained in the plan booklet, which is attached to this agreement, and given to each employee upon enrollment.

Eligible employees may enroll in the health plan upon completion of an initial employment period of 90 days. An open enrollment period will occur each January.

As of July 1, 2000, the employee contribution per pay period for health benefits, based on the level of coverage selected by the employee, shall be:

Status	Plan A		Plan B	
	Full Time	Part Time	Full Time	Part Time
Single	\$15.00	\$58.94	\$10.00	\$47.15
Single+1	\$80.16	\$139.10	\$64.13	\$111.28
Family	\$125.51	\$184.45	\$100.41	\$147.56

These rates are based upon the rates for coverage in effect on July 1, 2000. These rates shall remain unchanged for the duration of this agreement. However, the Hospital shall notify the President and the Secretary of the Union of any change in rates for coverage on or before January 1 of any year during the life of this agreement or as soon as practical thereafter if the Hospital has not been apprized of such change by January 1. In providing the notice to the Union, the Hospital shall notify the Union of the changes to the above table that the Hospital proposes be made in view of the changes in the underlying rates. The Hospital's proposed change shall be effective for the first full pay period commencing on or after March 1 unless the Union, within 20 calendar days after the date of the notice from the Hospital, requests negotiation of the amounts of the proposed changes. Any impasse shall be resolved in the manner provided by law. The provider of such benefits shall be left to the Hospital's discretion.

20.2 **Dental Benefits:** The hospital will provide the employees with a comprehensive dental benefits program. The plan is fully explained in the plan booklet, which is attached to this agreement and given to each employee upon enrollment.

Eligible employees may enroll in the dental plan upon completion of an initial employment period of 90 days employees. An open enrollment period will occur each January.

As of July 1, 2000, the employee contribution per pay period for dental benefits, based on the level of coverage selected by the employee, shall be:

Status	Full Time	Part Time
Single	Free	\$4.87
Family	\$11.46	\$15.96

These rates are based upon the rates for coverage in effect on July 1, 2000. These rates shall remain unchanged for the duration of this agreement. However, the Hospital shall notify the Union of any change in rates for coverage on or before January 1 of any year during the life of this agreement or as soon as practical thereafter if the Hospital has not been apprized of such change by January 1. In providing the notice to the Union, the Hospital shall notify the Union of the changes to the above table that the Hospital proposes be made in view of the changes in the underlying rates. The Hospital's proposed change shall be effective for the first full pay period commencing on or after March 1 unless the Union, within 20 calendar days after the date of the notice from the Hospital, requests negotiation of the amounts of the proposed changes. Any impasse shall be resolved in the manner provided by law. The provider of such benefits shall be left to the Hospital's discretion.

20.3 **Life Insurance:** Full time status employees are eligible to enroll in the Hospital Group Life Insurance program. The Hospital will provide full time status employees with a policy in an amount equal to one (1) times an employee's annual salary. Employees may purchase additional life insurance for the employee and/or dependents at

group rates through a payroll deduction.

Regular part time status employees may participate in, group life insurance program; however, the employee must pay the entire cost of the program.

20.4 Section "125" Benefit Plan: Full time and part time status employees of the hospital are eligible to participate in a program whereby certain eligible personal expenses may be tax deductible if paid through a payroll deduction. Such expenses include, but are not limited to, the employee's portion of health insurance premiums, medical expenses not paid by insurance, and childcare costs. Employees must assure that pay amounts will always cover the amount to be deducted from the employee's pay in order to participate.

20.5 Pension, Social Security, Annuity: Boone County Hospital employees are covered by the Iowa Public Employees Retirement System (IPERS). Deduction is made from an employee's paycheck in accordance with the schedule provided by the state. The hospital also contributes to the plan in accordance with schedule. Information about the program is available in the Payroll Department.

Social Security (FICA) deduction is made from an employee's pay as required by the Social Security Administration. The hospital contributes to this program as required. Explanation of benefits is available through the Social Security Administration.

Boone County Hospital employees are eligible to enroll in a tax-sheltered annuity (TSA) program through a payroll deduction. The hospital does not endorse any particular program but allows employees to participate in any eligible program of the employee's choice.

ARTICLE 21 EMPLOYEE RELATIONS

21.1 Employee Conduct and Work Rules: To assure orderly operations and provide the best possible work environment, the Hospital expects employees to follow rules of conduct that will protect the interests and safety of all employees and Boone County Hospital.

You have the right to terminate employment at any time for any or no reason. The Hospital retains a similar right. (Language remains unchanged)

It is the Hospital's policy that any conduct which, in the Hospital's view, interferes with or adversely affects employment or the Hospital may result in the imposition of disciplinary action, up to and including termination. The Hospital reserves the right to terminate employment immediately if it believes circumstances warrant.

21.2 Employee Signature: The employee must sign all notices of disciplinary action. The employee's signature does not indicate his/her agreement with the disciplinary notice, only that the notice and action have been discussed with the employee. Refusal by the employee to sign any such notice shall be considered an insubordinate act on the part of the employee and may be grounds for additional disciplinary action.

ARTICLE 22 GRIEVANCE PROCESS

22.1 Definition: The word "Grievance" wherever used for this agreement shall mean any difference between the employer and the Union, or any employee, or group of employees covered by this agreement with regard to the interpretation, application, or violation of any of the terms or provisions of the contract Agreement.

22.2 Purpose: The purpose of the grievance process shall be to settle all grievances between the parties as quickly as possible, so as to insure efficiency and promote the employees' morale. Should any employee(s) feel a grievance exists, an adjustment shall be sought as set out in the steps of Section 26.4.

22.3 Committee: The Union may establish a Grievance Committee to investigate and research any grievance. The committee shall be allowed time off with pay to attend a grievance hearing.

22.4 Procedure:

Step 1. A grievance shall be presented in writing, stating the issue and remedy, and signed by two (2) members of the Department, to the Director of Outpatient Services or designee within twenty-one (21) calendar days after the occurrence upon which the grievance is based. The Director of Outpatient Services or designee shall arrange for such meetings, make such investigations as are necessary while attempting to adjust or settle the grievance, and respond in writing within fourteen (14) calendar days of receipt of the grievance. If a satisfactory settlement is reached, it shall be final if signed by both parties.

Step 2. If the grievance is not settled in Step 1, the Union may present the grievance in writing to the Hospital Administrator or designee within twenty-one (21) calendar days of the Director of Outpatient Services or designee

response. The Hospital Administrator shall meet with the Union or Grievance Committee in an attempt to adjust or settle the grievance. The Hospital Administrator shall respond in writing within fourteen (14) calendar days of receipt of the grievance. If an acceptable solution has been found it shall be final if signed by both parties.

Step 3. If unresolved after Step 2, the Union can request, within twenty (20) days of the date of the Administrator's response, arbitration and a copy of which shall be provided to the Hospital Administrator. The Public Employment Relations Board shall be requested by the grieved party to provide a panel of five (5) grievance arbitrators. The process of each party striking two (2) names from the list shall choose one (1) arbitrator.

The arbitrator's decision shall be rendered based on the language of the contract language itself.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of the hearing.

Failure on the part of the Hospital to respond timely at any step of the contractual grievance procedure shall automatically move the grievance to the next step.

Failure to timely appeal a decision of the Hospital shall mean the grievance is settled on the basis of the Hospital's last answer.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the employer and the Union. However, each party shall be responsible for the compensation of its own representatives and witnesses.

ARTICLE 23 OTHER BENEFITS

23.1 Heartland Health Center: The hospital will provide each regular full time status employee with a single membership and it's initial start up fee to the Heartland Health Center. The employee may purchase a family membership and it's initial start up fee through a payroll deduction.

23.2 Prescription Service: Employees may have prescriptions filled at the hospital pharmacy within the guidelines of such prescription service adopted by the pharmacy.

23.3 Inpatient Discounts: Employees and family members who are covered by the hospital's health insurance program and who have inpatient services provided by Boone County Hospital, will have any deductibles and co-insurance payments discounted unless such deductibles and co-payments are covered by another insurance.

23.4 Outpatient Discounts: Employees (only) who have outpatient services provided at Boone County Hospital, will receive a discount of 50% of the balance remaining after the insurance has paid for the services.

23.5 Discontinuance of Benefits: Should laws, rules, regulations or reimbursement policies governing the hospital change in such a manner as to substantially effect the hospital's ability to provide the benefits outlined in this article, such benefits may be discontinued as permitted by law. These benefits will not be discontinued for employees covered by this agreement during the term of this agreement unless such benefits are discontinued for all hospital employees. Should such benefits be discontinued and later reinstated for other hospital employees during the term of this agreement, said benefits will also be reinstated for employees covered by this agreement.

23.6 Income Security: The Hospital provides a disability program for employees who have an extended illness or injury not associated with their employment. Full time and regular part time status employees are eligible for the income security program. Eligibility requirements are outlined under Family Medical Leave. Complete definitions, qualification criteria and procedures are outlined in Human Resources Policy # 004.

ARTICLE 24 COPIES OF CONTRACT

24.1 The Hospital shall provide a copy of this agreement to each Union member.

ARTICLE 25 AMENDMENT

25.1 This Agreement may be amended, in writing, upon mutual agreement of the parties hereto and as permitted by law. Appropriate amendment shall be executed by the parties of this agreement upon appropriate resolution of the employer.

ARTICLE 26
HOSPITAL LEGAL COMPLIANCE PROGRAM

It is the policy of Boone County Hospital to provide services in compliance with all state and federal laws governing its operations, and consistent with the highest standards of business and professional ethics. This policy is a solemn commitment to our patients, to our community, to those government agencies that regulate the Hospital, as well as to the Hospital employees. In order to ensure that the Hospital's compliance policies are consistently applied, the Hospital has established a legal regulatory Compliance Program. A Compliance Committee and a Compliance Officer, who are charged with reviewing our compliance policies and specific compliance situations that may arise, direct the program.

All Hospital employees, as well as those professionals, who enjoy professional staff membership, must carry out their duties for the Hospital in accordance with this policy. Any violation of applicable law, or deviation from appropriate ethical standards, will subject an employee or independent professional to disciplinary action, up to and including termination, or revocation of privileges. These disciplinary actions also may apply to an employee's supervisor (or staff member's department chief) who directs or approves the employee's improper actions, or is aware of those actions but does not act appropriately to correct them; or who otherwise fails to exercise appropriate supervision.

If, at any time, any employee or professional staff member become aware of any apparent violation of the hospital policies, he or she must report it to his or her supervisor (in the case of an employee) and the Compliance Officer. Such reports will be shared only on a bona fide need-to-know basis. The Hospital will take no adverse action against persons making such reports, whether or not the report ultimately proves to be well founded, provided the report is not knowingly false. If an employee or professional staff member does not report conduct violating the Hospital's policies, that employee or professional staff member may be subject to disciplinary action, up to and including termination of employment or revocation of privileges.

The details and specifics of this compliance program will be found in the Boone County Hospital Legal Compliance Program Policy Manual. The laws discussed in this Policy Manual are complex and many of the concepts are developed by case-by-case determinations. In addition, this Manual deals only generally with some of the more important legal principles. Their mention is not intended to minimize the importance of other applicable laws, professional standards, or ethical principles, which may be covered in other Hospital policies. Consequently, any employee who is in doubt as to the propriety of a course of action must promptly communicate with his or her supervisor and with the Compliance Officer before acting.

Signed this 18th day of February, 2004.

BOONE COUNTY HOSPITAL

By: Joseph S. Smith
Joseph S. Smith CEO

INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS LOCAL #3469

By: John Samsen President / Local 3469
By: John DeGuzman Sec. Treas.

By: _____